# Pearl River Valley Water Supply District ("PRVWSD" or "the District") Request for Proposal ("RFP")

**Proposal Data** 

RFP Number: 2020-001

**Proposal Title:** Banking Services

Term: Three (3) Years with Option for One (1) Additional Two (2) Year Period

Contact Person: Susan Brashear, Deputy Director

Phone: 601-605-6880

E-Mail Address: <u>sbrashear@therez.ms</u>
Advertisement Date: December 28, 2020

Proposal Submission Deadline Date: February 1, 2021

Time: 10:00 o'clock a.m.

Location/Mail Address: 115 Madison Landing Circle, Ridgeland, MS 39157

# **RFP Content Sections Pages**

- 1.0 Introduction to Request for Proposal
- 2.0 Specifications/Scope of Work
- 3.0 General Terms and Conditions
- 4.0 Special Provisions of Proposed Contract
- 5.0 Instructions for Submitting Proposal and Evaluation Criteria
- 6.0 Response Forms and Check List to be completed signed and submitted with Proposal

Sealed, written Proposals must be received by the Pearl River Valley Water Supply District, no later than the date, time and at the location indicated above for the Proposal Submission. Submittal of Response by fax is not acceptable.

Five (5) copies of your Proposal and response forms must be returned to the Pearl River Valley Water Supply District or your Proposal may be disqualified.

# PUBLIC NOTICE

Sealed Proposals will be received by the Pearl River Valley Water Supply District located at 115 Madison Landing Circle, Ridgeland MS 39157 for the following:

**RFP No. 2020-001 Banking Services:** The Pearl River Valley Water Supply District is seeking Proposals from qualified State Depositories and experienced banking firms to provide Banking Services to the Pearl River Valley Water Supply District. Any such depository shall be eligible to hold funds of the district to the extent that it is qualified as a depository for state funds.

PROPOSAL SUBMISSION DEADLINE: February 1, 2021
PROPOSAL OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE PROPOSAL SUBMISSION DEADLINE.

#### 1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

#### 1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP") process. The Pearl River Valley Water Supply District invites responses ("Proposals") which offer to provide the services described in greater detail in Section 2.0: Specifications / *Scope of Work*. For more information regarding the District, please visit our website at https://www.therez.ms.

## 1.2. Terms of Contract

The respondent who is selected to provide the services requested herein ("Successful Proposer") shall be required to execute a contract ("Contract") with the Pearl River Valley Water Supply District, which shall include, but not be limited to, the following terms:

- A. The initial term of the Contract shall be for three (3) years.
- B. The Pearl River Valley Water Supply District shall have the option to extend the Contract for one (1) additional two (2) year period, at its sole discretion and at mutually acceptable terms and conditions. Successful Proposer will be given at least thirty (30) days prior written notice if the contract will be extended. The Successful Proposer can Terminate the contract with a ninety (90) day written notice to the Pearl River Valley Water Supply District.
- C. Extension of the term of the Contract beyond the initial period is an option of the Pearl River Valley Water Supply District to be exercised at its sole discretion and which does not confer any rights upon the Successful Proposer.

## 1.3. Business Objective

The Pearl River Valley Water Supply District is seeking the services of qualified and experienced proposers ("Proposers") for the provision of banking services on behalf of the Pearl River Valley Water Supply District. The objectives are to obtain the highest quality banking services while minimizing the cost to the Pearl River Valley Water Supply District; and to maximize the return on investments while preserving capital and avoiding unreasonable risks.

# 1.4 Requests for Additional Information / Clarification

Each Proposer shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for proposal shall be made in writing no later than January 12, 2021 and can be e-mailed to <a href="mailto:sbrashear@therez.ms">sbrashear@therez.ms</a> or <a href="mailto:jangle@therez.ms">jangle@therez.ms</a>. The Pearl River Valley Water Supply District will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Any dispute regarding the timeliness of a submittal shall be resolved against the Proposer.

#### 1.5. Contract Execution

The contract will be negotiated and executed between the Successful Proposer (firm, joint venture, partnership or other legal entity) and the Pearl River Valley Water Supply District.

## 1.6. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a Proposal. Proposers shall make the necessary entry in all blanks provided for the responses. The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the Pearl River Valley Water Supply District to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope with the RFP number and opening date clearly stated on the outside of the envelope. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

# 1.7. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline, however, no verbal modifications will be allowed.

## 1.8. Discrepancies, Errors, and Omissions

Any discrepancies, errors, ambiguities, or any terms of the RFP to which Proposer could not satisfy or comply if selected, in the RFP or addenda (if any) must be reported in writing no later than January 8, 2021.

# 1.9. Disqualification and Reserved Rights

The Pearl River Valley Water Supply District reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposals; to reject any or all Proposals in whole or in part, or to reissue a Request for Proposals.

## 1.10. Proposal Receipt

Sealed Proposals will be accepted in accordance with the instructions detailed on the cover of this RFP. After that date and time, Proposals will no longer be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the cover and in the RFP. Proposals that are not received in the Pearl River Valley Water Supply Office by the deadline established in the RFP shall **not** be accepted or considered by the Pearl River Valley Water Supply District.

### 1.11. RFP Process Timeline

The anticipated timeline for this RFP and subsequent Contract is as follows. **All dates are tentative and subject to change.** 

- · RFP available for distribution –December 28, 2020
- Last date for submittal of questions –January 12, 2021
- Bank Presentations January 25-27, 2021

- · Proposal Due Date February 1, 2021, 10:00 a.m.
- · Anticipated Presentation of Selected Contract to Committee –February 16, 2021
- · Anticipated Presentation of Selected Contract to Board –February 18, 2021
- · Anticipated Implementation Date to Be Mutually Agreed Upon

#### 2.0. SPECIFICATIONS / SCOPE OF WORK

# 2.1. Background Information

The Pearl River Valley Water Supply District is soliciting Proposals from qualified depositories that are eligible to hold funds for the district to the extent that it is qualified as a depository for State funds. Financial institutions must be able to provide full, integrated banking services. It is the intent of the Pearl River Valley Water Supply District to select only one bank – the bank that is in the Pearl River Valley Water Supply District's best interests and that which meets, or exceeds, current banking service requirements.

## 2.2. Scope of Services

**A. Required services:** Successful Proposer shall provide, as a minimum, the following required banking services:

- 1. At least, but not limited to, thirteen (13) bank accounts including but not limited to twothree (2-3) sweep accounts
- 2. EFT transfers
- 3. ACH services
- 4. Wire transfers
- 5. Return checks
- 6. Stop payments
- 7. Online banking services (Treasury/Cash Management)
- 8. Remote/Electronic Check imaging
- 9. Retail Lockbox Services

**B. Optional services:** The Proposal shall also include information for the following *optional* banking services:

- 1. Custodial service for investments
- 2. Electronic Bill Pay
- 3. Controlled disbursements
- 4. Positive Pay

## C. Required Services Detail:

#### 1. Account Structure:

Currently, the Pearl River Valley Water Supply District utilizes approximately thirteen (13) bank accounts which consist of checking, certificate of deposits, money market and sweep accounts for all its needs. The District has two (2) sweep accounts for various actions such as payroll and flex accounts. These accounts sweep the necessary funds from the main operating account. The

District maintains two (2) main operating accounts which the majority of the daily operating transactions flow through.

Checks deposited will be available the next banking day if deposited in the bank by the time of day the bank normally closes its transactions for the day.

Disbursements of funds in the accounts will be made by:

- 1. Internal bank transfers
- 2. Wire transfers per Pearl River Valley Water Supply District instructions. Each transaction will be shown on the statements individually (i.e., no summing or netting of transactions).
- 3. ACH payments for pre-authorized debits.
- 4. Checks

All incoming wire transfers will have a reference number, the name of originator and a description of the purpose of the wire. On a daily basis, the Pearl River Valley Water Supply District will have on-line access of the collected balance in every account. Any balances remaining in the accounts at midnight including EFT transfers received that day will be given an earnings credit on the available balance in accordance with provisions in Section C.3, Earnings Credit Program.

**Sweep accounts:** Sweep accounts will be established such as, accounts payable, flex and payroll but may not be limited to three (3). The cost of additional Sweep accounts will be at the price proposed in this proposal. The Sweep accounts will operate on the following basis:

At the end of the business day, the Sweep accounts will be debited for all checks presented during the day. At the close of the business day, the total amount debited will be transferred from the designated account and credited to the Sweep account. Transfers between these accounts will be charged to the Pearl River Valley Water Supply District only as transfers and not as items deposited and checks paid. All transfers will take place automatically without initiation by the Pearl River Valley Water Supply District.

# 2. Daily Balance Report Notification:

The Successful Proposer will be required to provide to the Pearl River Valley Water Supply District, via on-line access twenty-four (24) hours a day, unless specified as a maintenance period for the bank the following:

- 1. Ledger balance
- 2. Available (or collected balance)
- 3. Float for 1, 2 or more days
- 4. Summary of debit and credit postings

# 3. Earnings Credit Program:

The Successful Proposer agrees to give earnings credit on the average collected balance in each account. The balance on the books is interpreted to include any EFT (Electronic Fund Transfer) transfers in or out during the day. The earnings credit rate specified for the available funds on deposit will be based on the Effective Federal Funds rate. If a rate basis other than the Effective Federal Funds rate is proposed, then state the adjusted rate in the exception list with last six (6) month history of that rate basis.

The Successful Proposer agrees to transfer to each account sufficient funds, if other investment account is utilized, to cover transfers to the zero-balance accounts on each business day no later than the Bank's closing time.

In the event that the account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula that the Pearl River Valley Water Supply District receives on the earnings credit allowance. There will not be penalties assessed, such as **overdraft fees on any negative balance**. The Pearl River Valley Water Supply District will not accept any exceptions to this specification.

#### 4. EFT Transfers:

Incoming: The Pearl River Valley Water Supply District intends to consider all EFT transfers received by the Bank prior to the end of the business day as "available for investment" by the Pearl River Valley Water Supply District. Should an EFT transfer not be received by the Bank, then the EFT transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest or earnings credit. Such credit will be calculated using the same formula that the Pearl River Valley Water Supply District receives in an earnings credit.

Outgoing: The Successful Proposer agrees to execute any EFT transfer order within one (1) hour after notification by the Financial Services Department via on-line, or by telephone, or by fax, if necessary. Adjustment will be made for any lost interest, earnings credit, or charges resulting from a "fail" to consummate an EFT transaction. The Pearl River Valley Water Supply District desires to enter into an "EFT Transfer Agreement" with the selected Successful Proposer for all EFT transfers incoming and outgoing. The Bank is requested to provide a copy of its EFT Transfer Agreement with its proposal.

#### 5. ACH Services:

The Successful Proposer must be both a sending and receiving bank on the Automated Clearing House (ACH) system. The bank should have the capability to receive electronic ACH files from authorized Pearl River Valley Water Supply District personnel. The Pearl River Valley Water Supply District utilizes a direct deposit payroll system for its employees. The Bank must have the capability to process payroll files electronically with deposits going to the employees' bank accounts at the financial institutions of their choice. The Pearl River Valley Water Supply District's Finance Department must be notified of any deposits that are rejected by the receiving banks.

#### 6. Wire transfers:

The Pearl River Valley Water Supply District shall have on-line access for confirmation of sameday wires executed, including details. The Successful Proposer shall provide wire confirmation data including, but not limited to:

- a. Payor bank and account number
- b. Beneficiary bank and account number
- c. Dollar amount of wire
- d. Reference information
- e. Time wire was received or executed
- f. Confirmation that the bank received and acted upon the wire instructions

The Successful Proposer will review and update the wire transfer agreement(s) and the authorized Pearl River Valley Water Supply District wire transfer agents at least annually or upon the Pearl River Valley Water Supply District's reasonable request.

#### 7. Returned Checks:

The Successful Proposer shall automatically debit the Pearl River Valley Water Supply District's accounts for all returned checks. Each check shall have a debit advice attached and shall be returned immediately to the Pearl River Valley Water Supply District.

# 8. Stop Payments:

The Successful Proposer shall provide on-line stop payment services via personal computer. The service shall include processing and confirming stop payments. Stop payments shall be allowed by phone for extenuating circumstances.

## 9. Statements and Advice Frequency:

Monthly bank statements will be for the full calendar month and will be delivered at the minimum electronically to the Pearl River Valley Water Supply District within five (5) business days after the end of the month. A monthly service charge/analysis statement for a particular month will be completed and delivered to the Pearl River Valley Water Supply District within five (5) business days after the end of the month. This charge report should include the following:

- a. All information in the contract such as unit cost, extended price, items charged, and earnings credit (where applicable) shall be identified per account and for the relationship as a whole.
- b. Detailed information on float for all deposits.
- c. Detailed calculations of any deficit or excess earnings credits (where applicable) for each account and for the relationship as a whole. All information provided on the account analysis regarding the daily collected, daily ledger, and daily available balances shall be verifiable against the daily balance reporting.

## 10 Full or Partial Account Reconcilement Services:

At the discretion of the Pearl River Valley Water Supply District, the Successful Proposer will provide reconciliation service for all or part of the accounts specified in this RFP. Reconciliation services include at least the following requirements:

- 1. A computer, excel-formatted, and file for each account which checks are paid by the Bank for each month. The layout of each file will include at least the bank account number, check number, amount, and date paid.
- 2. On a monthly basis, a copy of the cancelled check images for all related accounts. Software to access images will be provided by the Bank.
- 3. Return of all other items, such as debit and credit memos, and deposit tickets in date order on a monthly basis.

The Successful Proposer will provide the monthly cancelled check files within five (5) business days after the end of the month. Other services are to be provided within five (5) business days after the end of the month.

# 11 Lockbox Services

The Bank shall provide Retail Lockbox Services for the Pearl River Valley Water Supply District's Water and Sewer customers. The Bank will receive the District's customer payments by U.S. Mail and deposit them into the District's designated account. Additionally, the Bank will provide the District with a CSV/Text file formatted to the District's specifications for posting into its accounting system and a separate file for any exceptions. The Bank will also provide check imaging as well as imaging for any other documents received with the customers' payments. The Bank will be required to maintain in a file all items received by the District's customers for a period of time specified by the District. The Proposer shall provide, with its Proposal to this RFP, a copy of its Lockbox Agreement.

# D. Optional Services Detail:

#### 1. Custodial Service:

The Pearl River Valley Water Supply District may consider placing its custodial services with the Successful Proposer that serve as the depository Bank. This optional service will be for the various securities that are purchased from other dealers and banks. These securities will be purchased and then delivered electronically to the Bank to be placed within a custodial account within the Bank's Trust Department. Please address the structure of this service as well as any associated fees.

## 2. Electronic Bill Pay:

The Pearl River Valley Water Supply District may consider using electronic bill payment services. Please address the structure of this service as well as any associated fees.

## 3. Controlled Disbursements:

The Pearl River Valley Water Supply District may consider using control disbursement service. Please address the structure of this service as well as any associated fees.

## 4. Repurchase Agreement:

The Pearl River Valley Water Supply District **may** consider a "Repurchase Agreement" system for the short-term investment of available funds. The Bank shall automatically handle the overnight and weekend investment of the Pearl River Valley Water Supply District's excess cash above minimum compensating balance requirements, if applicable, through the use of Repurchase Agreements or contracts, whichever provides the best yield to the Pearl River Valley Water Supply District. The Bank shall indicate on the proposal Pricing Form the interest rate that would have been paid for the year. All interest earned on Repurchase Agreement shall be credited automatically to the proper account.

# **E. Emergency Provisions for Cash Distribution:**

In case of a declared natural emergency (i.e. – major destruction from a hurricane) the financial institution must provide the Pearl River Valley Water Supply District with the ability to distribute cash to its Pearl River Valley Water Supply District employees in time of natural emergency where check preparation is not possible.

## 3.0 GENERAL TERMS AND CONDITIONS

## 3.1 Acceptance/Rejection

The Pearl River Valley Water Supply District reserves the right to accept or reject any or all Proposals or to select the Proposer, who in the opinion of the Pearl River Valley Water Supply District, will be in the best interest of and/or the most advantageous to the Pearl River Valley Water Supply District. The Pearl River Valley Water Supply District also reserves the right to reject the Proposal of any Proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, or which is not in a position to perform the requirements defined in this RFP. Additionally, the Pearl River Valley Water Supply District reserves the right to reject any Proposal if an investigation reveals conflicting information with that which was submitted by Proposer. The Pearl River Valley Water Supply District further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

## 3.2 Pearl River Valley Water Supply District Not Liable for Delays

It is further expressly agreed that in no event shall the Pearl River Valley Water Supply District be liable for, or responsible to, the Successful Proposer, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the Pearl River Valley Water Supply District has no control.

## 3.3 Contract Award and Pearl River Valley Water Supply District's Rights

The Proposals will be evaluated by a selection team of Pearl River Valley Water Supply District Management ("Management"). Management shall evaluate each Proposal based upon the evaluation criteria established herein (the "Evaluation Criteria"). A Proposer may receive the maximum number of available points or a portion of this score depending on the merit of its Proposal, as evaluated by Management. Management reserves the right, in its sole discretion, to request one (1) or more Proposers to make oral presentations as part of the evaluation process. Such presentations provide the Proposer with an opportunity to clarify the Proposal and to ensure a mutual understanding of its content. The presentation may be scheduled at Management's convenience. The first ranked proposer resulting from this process will be recommended to the

Pearl River Valley Water Supply District Board for award. In cases where no clarifications or presentations are required, the Pearl River Valley Water Supply District may recommend an award from information submitted in the proposal only. The Pearl River Valley Water Supply District reserves the right to enter into Contract negotiations with the top ranked Proposer. If the Pearl River Valley Water Supply District and the top ranked Proposer cannot negotiate a Contract, the Pearl River Valley Water Supply District may terminate said negotiations and begin negotiations with another responsive and responsible Proposer. This process may continue until Contract(s) acceptable to the Pearl River Valley Water Supply District have been executed or all Proposals are rejected. The Pearl River Valley Water Supply District reserves the right to negotiate with each responsible and responsive Proposer. No Proposer shall have any rights against the Pearl River Valley Water Supply District arising from such negotiations or termination thereof.

While the Pearl River Valley Water Supply District Board may direct that the Pearl River Valley Water Supply District selection committee enter into a contract with a Proposer, said Contract may be conditional on the subsequent submission of other documents within the time and in the manner specified in the contract. Successful Proposer will agree that all contracts shall be governed by the laws of the State of Mississippi. The Pearl River Valley Water Supply District may restrict the Successful Proposer from engaging in activities on behalf of the Pearl River Valley Water Supply District that will produce a direct or indirect financial gain for the Bank, other than the agreed upon compensation, without the Pearl River Valley Water Supply District's informed consent. The Pearl River Valley Water Supply District reserves the right to reject any or all Proposals, in whole or in part, and/or make award to more than one Proposer, whichever is deemed to be in the Pearl River Valley Water Supply District's best interests. The Pearl River Valley Water Supply District also reserves the right to waive any informalities, irregularities and technicalities in procedure at its sole discretion.

# 3.4 Cost Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the Pearl River Valley Water Supply District, or any work performed in connection therewith shall be borne by the Proposer.

# 3.5 Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

# 3.6 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the Pearl River Valley Water Supply District, upon written notice to the Bank of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the Pearl River Valley Water Supply District.

## 3.7 Business License Requirement

Any Proposer with a business location in the Pearl River Valley Water Supply District, who submits Proposal under this RFP, shall meet the Pearl River Valley Water Supply District's Business

License Tax requirements. Proposers with a business location outside the Pearl River Valley Water Supply District shall meet the local jurisdiction's Business License Tax requirements. A copy of the license must be submitted with the Proposal.

## 3.8 Payment

Payments to the Successful Proposer shall be made in arrears.

## 3.9 One Proposal

Only one (1) Proposal from a firm, partnership, corporation or joint venture will be considered in response to this RFP.

## 3.10 Proposer Qualifications

Proposers shall satisfy each of the following requirements cited below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered by the Pearl River Valley Water Supply District:

- A. Proposer shall be a member of the Federal Reserve System.
- B. Proposer shall be an originating Depository Financial Institution authorized by the Federal Reserve to originate direct deposit.
- C. Proposer shall be on the list of Qualified Public Depositories as designated by the Department of Financial Services of the State of Mississippi.
- D. The financial institution must have a significant presence (*e.g.* area, divisional, regional offices) located within a five (5) to ten (10) mile radius of Pearl River Valley Water Supply District Properties. A list of all properties can be provided.
- E. Proposer shall have no record of pending lawsuits or criminal activities involving moral turpitude and not have any conflicts of interest with the Pearl River Valley Water Supply District.
- F. Neither Proposer, nor any member, officer, or stockholder of Proposer, shall be in arrears or in default of any debt or contract involving the Pearl River Valley Water Supply District,(as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Pearl River Valley Water Supply District.
- G. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the Pearl River Valley Water Supply District. The Pearl River Valley Water Supply District reserves the right before recommending any award, to inspect the facilities, organization and financial condition, or to take any other actions necessary to determine the Proposer's ability to perform in accordance with the specifications, terms, and conditions of this RFP.

# 3.11 Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity.

# 3.12 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

#### 3.13 Sales Tax

The Pearl River Valley Water Supply District is State Sales Tax exempt.

## 3.14 Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the successful Proposer under its sole direction and not an employee or agent of the Pearl River Valley Water Supply District. The Successful Proposer shall supply competent and physically capable employees. The Pearl River Valley Water Supply District may require the Successful Proposer to remove an employee the Pearl River Valley Water Supply District deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this contract is not in the best interest of the Pearl River Valley Water Supply District. All the services required herein shall be performed by the Successful Proposer and all personnel engaged in performing the services shall be fully qualified to perform such services.

#### 3.15 Use of Name

The Pearl River Valley Water Supply District is not engaged in research for advertising, sales promotion, or other public Pearl River Valley Water Supply District purposes. No advertising, sales promotion or other public Pearl River Valley Water Supply District materials containing information obtained from this Proposal are to be mentioned. In addition, the name of the Pearl River Valley Water Supply District may not be implied without prior express written permission of the Pearl River Valley Water Supply District.

#### 3.16 Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with a Pearl River Valley Water Supply District employee. The

Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Pearl River Valley Water Supply District will investigate all situations where collusion may have occurred and the Pearl River Valley Water Supply District reserves the right to reject any and all Proposals where collusion may have occurred.

## 3.17 Collateral

The Successful Proposer shall pledge collateral security as specified by Mississippi law. At no time shall the amount of deposits exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation.

#### 4.0. SPECIAL PROVISIONS OF PROPOSED CONTRACT

#### 4.1. General

The Contract shall address, but not be limited to, the following terms and conditions:

#### A. Amendments to the Contract:

The Pearl River Valley Water Supply District Manager, or its designee, shall have sole authority to amend the contract on behalf of the Pearl River Valley Water Supply District.

## **B.** Assignment of Contract:

The Successful Proposer shall not assign any portions thereof, or any part of their operations, without written permission granted by the Pearl River Valley Water Supply District through the Pearl River Valley Water Supply District Management.

## C. Audit Rights and Records Retention:

The Successful Proposer agrees to provide access to the Pearl River Valley Water Supply District, or any of its duly authorized representatives, to any books, documents, papers, and records of the Bank which are directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the Pearl River Valley Water Supply District makes final payment and all other pending matters are closed. If requested, the most recent audited Financial Statements and audit reports, whether internal or external, must be provided to the Pearl River Valley Water Supply District.

#### D. Compliance with Orders and Laws:

The Successful Proposer shall comply with all local, state and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

# E. Contract / Pearl River Valley Water Supply District's Representative:

Proposer shall include the name and telephone of the intended Pearl River Valley Water Supply District's Representative should a contract be awarded. In the event the contract is awarded to Proposer, the Pearl River Valley Water Supply District's Representative, designated by Successful Proposer, shall be available at one of these contact numbers on a daily basis during at least regular business hours for purposes of addressing complaints and receiving information as to contract performance. The Successful Proposer shall agree to indemnify, defend and hold harmless the Pearl River Valley Water Supply District and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission. default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the requirements specified within the contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

## F. Insurance:

Within ten (10) days after notification of award, the Successful Proposer shall furnish Evidence of Insurance to the Pearl River Valley Water Supply District Manager. Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer shall be notified in writing of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Pearl River Valley Water Supply District. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer has been made aware of the Contract Award, the Successful Proposer may be in default of the contractual terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future Proposals to the Pearl River Valley Water Supply District. The Successful Proposer may be liable to the Pearl River Valley Water Supply District for the cost of re-procuring the services, caused by Successful Proposer's failure to submit the required documents.

## G. Hold Harmless:

The Successful Proposer shall hold harmless and indemnify the Pearl River Valley Water Supply District for any errors in the provision of services and for any fines, which may result from the fault of the Successful Proposer.

# **Proposer's Warranty:**

Proposer warrants that no one was paid a fee, commission, received a gift, or given other consideration contingent upon receipt of an award for the services specified herein.

#### 5.0. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

#### 5.1. General Information

The following information and documents are required to be provided with Proposer's Response to this RFP. Failure to do so may deem the Proposal non-responsive. The purpose of this RFP is to hire a qualified and experienced financial institution to provide Banking Services to the Pearl River Valley Water Supply District. Therefore, only fully capable, experienced, and qualified Proposers should submit Proposals in response to this RFP. Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification. When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

## 5.2. Submission Requirements

The following documentation shall be included as a minimum in the Proposal and submitted to the Pearl River Valley Water Supply District. Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain the information itemized below and in the order indicated. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. **Proposers must submit five (5) copies of your Proposal.** 

## A. Cover Page:

The Cover Page must include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number; and Federal Employer Identification.

#### B. Table of Contents:

The table of contents must outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

## C. Executive Summary:

A signed and dated summary of not more than two (2) pages shall be included which contains the Proposer's overall Qualifications and Experience, and Ability and Capability to Perform Required Services, as depicted in the submittal. Proposer should include the name of the organization, business phone and contact person. A summary of the work to be performed by Proposer shall also be included in the summary.

## D. Proposer's Qualifications and Experience:

- 1. Discuss in detail Proposer's qualifications and experience in working with similar entities, particularly governmental entities, to provide banking services similar to that reflected within this RFP. Describe the Proposer's organizational history and structure; provide a brief history of your firm, including number of years the Proposer and/or firm has been in business providing a similar service(s). The Pearl River Valley Water Supply District reserves the right to contact any reference as part of the evaluation process.
- 2. Provide the experience and copy(s) of resume(s) of supervisory/management individuals that will be assigned to the Pearl River Valley Water Supply District's account.

# E. Ability and Capability to Perform Required Services:

- 1. Identify Proposer's office(s) or branches located within, or within close proximity, to the Pearl River Valley Water Supply District's limits, the address(s), hours and days of operation,
- 2. Describe the size of Proposer and provide the overall number of personnel of Proposer. Include in discussion Proposer's overall ability and capability to provide required services to the Pearl River Valley Water Supply District, and provide the number of personnel and location Proposer will assign to specifically handle the work to be performed for the Pearl River Valley Water Supply District.
- 3. Provide detailed responses to the requirements of the Pearl River Valley Water Supply District as stipulated within the Scope of Work, Section 2.0 of this RFP.
- 4. Complete information outlined in Section 6.0 of this RFP.
- 5. Describe how Proposer plans to handle emergency situations, such as the case of a declared natural emergency, should they arise.
- 6. Provide copy(s) of audited financial statements for the past two (2) years.
- 7. Provide evidence that Proposer is on the list of Certified Public Depositories as designated by the Office of the State Treasurer.
- 8. Provide evidence Proposer is an originating Depository Financial Institution authorized by the Federal Reserve to originate direct deposit.
- 9. Proposer must describe any litigation or proceeding within the past three (3) years whereby a court or any administrative agency has ruled against your bank in any

manner related to its professional activities or performance. Also describe any current or pending litigation or proceeding involving your bank and its professional activities or performance. State the nature of the litigation, a brief description of each case, the outcome or projected outcome, and the monetary amounts involved.

## F. Proposal Fee Schedule:

It is the intent of the Pearl River Valley Water Supply District to pay for only services specified and utilized on the Proposal Fee Schedule per unit cost. Detail any additional services and fees for any other services Proposer can provide and which are not specifically listed within this RFP.

The pricing of services contained in the Proposal Fee Schedule shall remain in effect for the duration of the contract. No escalation of fees shall be allowed.

# G. Transition of banking services:

For effective transfer of services between banks each Proposer shall provide:

- 1. Description of the conversion process (who is responsible for coordinating activities, who participates and what activities must occur). Provide a work plan including the type and amount of resources to be provided by the Successful Proposer to meet the start-up date.
- 2. A work plan for training the Pearl River Valley Water Supply District employees on our online system.
- 3. Description of security measures that will be in place to ensure safeguarding assets against loss during the transition period.

## H. Trade Secrets Exception to Public Records Disclosure:

All Proposals submitted to the Pearl River Valley Water Supply District are subject to public disclosure. An exception may be made for "trade secrets." If the Proposal contains information that constitutes a "trade secret," all material that qualifies for exemption must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFP number marked on the outside. Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Proposal as a "trade secret" you agree to indemnify and hold harmless the Pearl River Valley Water Supply District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the Pearl River Valley Water Supply District by reason of any legal action challenging your claim.

## 5.3. Response Format

Five (5) bound copies of your complete response, to this RFP must be submitted to:

Pearl River Valley Water Supply District 115 Madison Landing Circle Ridgeland MS 39157 Responses must be clearly marked on the outside of the package referencing **RFP No. 2020-001 Banking Services.** Responses received after 10:00 p.m., local time, February 1, 2021, will not be accepted and shall be returned unopened to Proposer. Due to the irregularity of mail service, the Pearl River Valley Water Supply District cautions Proposers to assure actual delivery of proposals to the Pearl River Valley Water Supply District prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the Proposal may be made by calling the office of the Pearl River Valley Water Supply District before Proposal opening time. Please document the employee that has verified the Proposal was received in case of discrepancies.

# Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Proposals must be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least one hundred eighty (180) days. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the Pearl River Valley Water Supply District's discretion. Proposers must provide a response to each issue. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

## 5.4. Evaluation Criteria

Since it is the Pearl River Valley Water Supply District's desire to award a contract for banking services to the financial institution which demonstrates the ability to provide the highest quality service at the best cost, the criteria used to select the institution will include, but not be limited to:

# **Evaluation Factors Point Range:**

- A. Cost of services, as well as transaction closing time will be evaluated based on the proposal data. 0 35
- B. Ability to provide the type and quality of services requested. **0 30**
- C. Highest Rate of Interest 0 10
- D. Prior experience in providing banking services to governments, including organizational structure available to service the Pearl River Valley Water Supply District. 0 10
- E. Other financial services available from the bank above and beyond those called for herein. **0 5**
- F. Full service location in or within close proximity to the Pearl River Valley Water Supply District Properties **0 10**

#### **Maximum Points 100**

## 5.5. Volume of Work

No warranty or guarantee is given or implied as to the types or quantities of services that will actually be required. The quantities stated in this proposal are estimates of activities and are for cost comparison purposes only.

## RFP RESPONSE FORMS - No. 2020-001

This checklist is provided to help you to conform all form/document requirements stipulated in this Request For Proposal.

6.1 RFP Information Form This form must be completed, signed, and returned with Proposal. YES
<b>6.2 Financial Institution Background</b> This form must be completed in its entirety to verify the capability of Proposer to perform the services specified in the RFP.  YES
<b>6.3 Insurance Requirements</b> Acknowledgment of receipt of information on the insurance requirements for this RFP. (Must be signed).  YES
6.4 Non-Collusive Affidavit This must be completed, signed, and returned with Proposal. YES
<b>6.5 Business License</b> - All Responses shall be accompanied by a copy of your current license(s) as required <b>YES</b>
RFP Information Form
<b>Contact</b> : Susan Brashear <b>RFP No</b> : 2020-001 <b>Fax</b> : (601) 856-6639

Email: sbrashear@therez.ms

Responses must be received by: February 1, 2021 at 10:00 a.m. at the Office of the Pearl River Valley Water Supply District Clerk, 115 Madison Landing Circle, Ridgeland MS 39157

# TERM CONTRACT BANKING SERVICES

# 6.1 RFP No. 2020-001 Banking Services

This is to confirm that I have read the proposal specifications and the proposal forms. I understand the banking services needs of the Pearl River Valley Water Supply District. The initial contract period shall be for three (3) years from the Implementation Date. The Pearl River Valley Water Supply District reserves the right to extend the contract for up to one (1), two year extension, providing a) all terms, conditions and specifications are mutually acceptable, b) both parties agree to the extension, and c) such extension is approved by Board.

The proposal submitted by our financial institution will meet these specifications and needs with a quality level of banking services at the prices and fees quoted. I understand that this contract incorporates the entire proposal specification and proposal forms and that I am authorized to make this commitment to these terms and conditions.

Bank Name	
Name	
Street	
City, State, Zip	
Signature	Date
Phone Number	Fax Number

Failure to Complete, Sign and Return This Form May Disqualify Response.

# **6.2. FINANCIAL INSTITUTION BACKGROUND:**

Name of Financial Institution: Address:		Phone N F.E.I.N:	lumber:
Name of Official Completing Bid:			
Title:			
Type of Bank:			
Is your Bank a Member of the Federa	ıl Deposit	ory Insurance Corp.?	Yes No
Is your Bank a Member of the Federa	ıl Reserve	e System? Yes	No
Deposits Federally Insured up to:			
Authorized Public Depository? Yes	No		
# of Branches located within the Pear	d River Va	alley Water Supply or	within 10 miles:
Please attach a list which includes loo depository.	cation, bu	siness hours, and if t	here is a night
List any local Governmental entities t herein:  NAME OF AGENCY:  CONTACT:  NAME OF AGENCY:  CONTACT:	•	•	•
NAME OF AGENCY:	· · · · · · · · · · · · · · · · · · ·	TTIONE .(	)
NAME OF AGENCY: CONTACT:	TITLE	PHONE :(	)
NAME OF AGENCY:		,	
CONTACT:	ΓITLE	PHONE :(	)
NAME OF AGENCY:	ıgainst yo	our bank ? Yes	No
<b>GENERAL INFORMATION ON SER</b> Criteria used to determine earnings c	_	ne various Accounts:	
Are there any other charges that are If yes, please explain in detail the am			

## **BANK FEE AND INTEREST ESTIMATE:**

We will provide one (1) month of all bank statements which represent actual activities; please prepare your proposed unit price for the services indicated in the proposal, as if the Pearl River Valley Water Supply District were banking with your firm. The Pearl River Valley Water Supply District provides no guarantee of such volume as conditions or arrangements may change depending on the circumstances or selected services.

## OTHER INFORMATION:

Earnings Credit Required reserve before calculation of earnings credit is:  Please describe how earnings credit will be calculated from daily ledger balance:
Set Up Requirements
ial set up fees, if any, please specify:
Special equipment, please define the equipment and the cost of each:
If recommended account structure is different than the one stated in Sec. 2, please explain the recommendation and how it will benefit the Pearl River Valley Water Supply District:

Pearl River Valley Water Supply District Bank Fee Estimate

Please provide fees for the services below based on bank statements provided:

Checks Paid and Debit Items

**Banking Center Deposits** 

Remote Capture Maintenance

Remote Capture Items

Debits posted - electronic

Credits posted - electronic

Deposit Items Returned

Number of Deposits

CD Image Maintenance Fee

CD Image Items

**ACH Monthly Maintenance** 

**ACH Input-File** 

**Payment Services** 

**DDA Sweep Fees** 

**ACH Credits transactions** 

**ACH Debit transactions** 

Wire - repetitive out

Wire - domestic out

**Analysis Charge** 

Online web fee

Coin deposits

Lockbox Fees

Total fees Any other fees that could be assessed, please attach a listing. Such as but not limited to:
Obtaining change fees Currency Strap Fees
Also, the annual AP check count is on average is two thousand four hundred (2,400) checks and the annual Payroll Direct Deposit count on average is two thousand six hundred (2,600).
EXCEPTION TO THE REQUEST FOR PROPOSALS
NOTE: Proposals that are exceptions to that which are specified and outlined below. However, all alterations or omissions of required information or any change in proposal requirements is done at the risk of the Proposer presenting the proposal and may result in the rejection thereof.

Failure to Complete, Sign and Return This Form May Disqualify Response.

Date

Fax Number

Signature

Phone Number

## 6.3 Indemnification and Insurance

#### A. INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Pearl River Valley Water Supply District and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or nonperformance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the contract or the failure of the Successful Proposer to conform to statutes. ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the contract, compliance with which is left by the contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the contract or otherwise. Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability. The Successful Proposer shall furnish to Pearl River Valley Water Supply District, 115 Madison Landing Circle, Ridgeland MS 39157, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 1. General Liability Insurance on a comprehensive basis in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Pearl River Valley Water Supply District must be shown as an additional insured with respect to this coverage.
- 2. Professional Liability Insurance with Minimum Limits of One Million Dollars (\$1,000,000) per occurrence.

The Pearl River Valley Water Supply District is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.** 

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Mississippi. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. NOTE: PEARL RIVER VALLEY WATER SUPPLY DISTRICT RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE. Compliance with the foregoing requirements shall not relieve the Successful Proposer of its liability and obligation under this section or under any other section of this Agreement. The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

- --If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Pearl River Valley Water Supply District at a minimum of ten (10) calendar days in advance of such expiration.
- --In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Pearl River Valley Water Supply District shall:
- A) Suspend the contract until such time as the new or renewed certificates are received by the Pearl River Valley Water Supply District in the manner prescribed in the RFP.
- B) The Pearl River Valley Water Supply District may, at its sole discretion, terminate the contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Pearl River Valley Water Supply District requirements.

Proposer	Signature
Date	Printed Name
Failure to Complete, Sign a	and Return This Form May Disqualify Response.
6.4. Non-Collusive Affida	avit
State of	) County of)being first duly sworn, deposes and says that:
(1) He/she is the of	of

(Owner, Partner, Officer, Representative or Agent) the Proposer that has submitted the attached proposal;

- · He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- · Such proposal is genuine and is not a collusive or sham proposal;
- · Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- · The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered In the presence of:			
— The presence of.	By:		
(printed name and title)			
State of	_		
County of	<u> </u>		
The foregoing instrument was a	cknowledged before me this	day of	, 20 <u>,</u>
by Produced	, who is personally As identification	and who did (did no	ot) take an oath.
WITNESS my hand and official	seal		
Notary Public (Name of Notary	Public: Print/Stamp)		

## **NOTICE FOR BIDS**

# PEARL RIVER VALLEY WATER SUPPLY DISTRICT

Request for Proposal (RFP) Banking Services RFP No. 2020-001

Sealed RFP's will be received by the Pearl River Valley Water Supply District until 10:00 a.m. local time, on February 1, 2021 for banking services. The contract will be awarded for Three (3) Years with Option for One (1) Additional Two (2) Year Period. The specifications and proposer documents can be picked up at the Pearl River Valley Water Supply District, 115 Madison Landing Circle, Ridgeland, MS 39157, retrieved from the Pearl River Valley Water Supply District's website at: https://www.therez.ms or requested from Susan Brashear <a href="mailto:sbrashear@therez.ms">sbrashear@therez.ms</a> or <a href="mailto:James">James</a> Angle <a href="mailto:jangle@therez.ms">jangle@therez.ms</a>. The Pearl River Valley Water Supply District hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of the contract.

John G. Sigman, P.E. General Manager December 28, 2020